

In re MARIA M. AYALA, Debtor.

CASE NO. 01-17176-BKC-RAM

Law Firm did not adequately communicate with the Debtor regarding her medical condition and the need to reschedule the First 341. Law Firm did not properly communicate with the Trustee regarding the Debtor's need to reschedule the First 341. Moreover, compounding the problem, Law Firm did not respond to the Trustee's attempts to consensually reschedule the meeting of creditors. As a result, the Debtor's case was dismissed. Finally, Law Firm demanded that the Debtor pay an additional \$200 fee as a condition to filing a motion to vacate dismissal even though the dismissal arose from their failure to properly communicate with their client and with the Trustee. The Debtor did not have \$200 to pay Law Firm, which resulted in the *pro se* filing of the Motion to Vacate. The Court entered an order vacating dismissal and ordering the Law Firm to refund to the Debtor \$150.00. Law Firm did not return the \$150.00 to the Debtor as ordered. Instead, Law Firm induced the Debtor to sign a document 'waiving' her right to the return of these monies. The Court found that the Law Firm willfully disobeyed the Court's previous order. The Court awarded \$2,800 in damages to the Debtor and \$2,389.75 in damages to the Trustee. Additionally, the Court imposed coercive sanctions.